

**THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA,**

**V.**

## Defendants.

## ORDER

The Court has jurisdiction over this interpleader action pursuant to 28 U.S.C. § 1335. Pearl Barnett (the “Insured”) was covered under life insurance policies issued by Prudential Insurance Company of America (“Prudential”). The Insured designated her son, Milford H. Barnett, Jr., as primary beneficiary of Policy M81 338 254 (“Policy 254”) and Policy D55 084 980 (“Policy 990”). The Insured did not name a contingent beneficiary.

The Insured died on June 1, 2007. Benefits in the amount of \$19,614.01 are due and payable to a beneficiary. On August 15, 2007, Vickie Nevels filed a claim for the benefits.

The primary beneficiary, Milford H. Barnett, Jr., has been arrested and charged with killing the Insured. Milford has not entered a change of plea, and the criminal trial has not begun. Under the Tennessee “slayer” statute, if Milford intentionally killed the Insured then he would forfeit his right to the benefits. *See* T.C.A. § 31-1-106.

Because the outcome of the criminal case affects who is entitled to the benefits, all

proceedings in this case are **STAYED** pending the murder trial (or change of plea, or any other disposition of the criminal charges) of Milford H. Barnett, Jr. in the death of the Insured. All pending dates and deadlines are hereby **VACATED**. The parties are **ORDERED** to notify the Court when the criminal trial has concluded or has otherwise been resolved. Once the Court has been notified, a Scheduling Order shall be entered and the Stay shall be lifted.

**ENTER:**

s/ Thomas W. Phillips  
United States District Judge